



DEPARTMENT OF THE NAVY
NAVAL AIR SYSTEMS COMMAND
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IN REPLY REFER TO

NAVAIRINST 12700.2, CH-1
AIR 7.3.1
9 Jul 04

NAVAIR INSTRUCTION 12700.2 CHANGE TRANSMITTAL 1

From: Commander, Naval Air Systems Command

Subj: TELEWORK PROGRAM

Encl: (1) NAVAIR 12700/1 (Rev. 6-04)
(2) NAVAIR 12700/3 (Rev. 6-04)

1. Purpose. To transmit pen changes to the basic instruction and revised enclosures (2) and (4).

2. Action

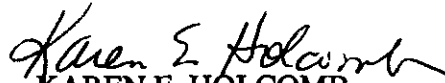
a. Page 4, insert a new subparagraph 7.e: "Telework shall not commence until the Telework Agreement, enclosure (2), is properly completed, signed and approved; and the telework coordinator determines that the Telework Agreement is in compliance with this instruction and so notifies the employee and supervisor in writing." Renumber the remaining subparagraphs as 7.f through 7.i.

b. Page 4, subparagraph 7.f, after the sentence: "Where an employee's duty station will change, enclosure (4) shall be completed" insert the following sentence: "As this Telework Agreement is for the convenience and benefit of the requesting employee, Permanent Change-of-Station (PCS) benefits and expenses are not authorized."

c. Page 6, add subparagraph 8.d.(5) to read, "Upon receipt of a Telework Agreement, within three working days, determine whether the Telework Agreement is in compliance with this Instruction and notify the requesting employee and supervisor, in writing, of that determination."

d. Remove enclosure (2) of the basic instruction and insert enclosure (1) to this transmittal.

e. Remove enclosure (4) of the basic instruction and insert enclosure (2) to this transmittal.


KAREN E. HOLCOMB
Assistant Commander for
Corporation Operations

Distribution:
SNDL: FKA1A; FKR; A1J1A; A1J1B; A1J1C

NAVAIRHQ Directives Web Address: <https://directives.navair.navy.mil> or locally on
<http://mynavair.navair.navy.mil>

NAVAL AIR SYSTEMS COMMAND TELEWORK AGREEMENT

The following constitutes the terms and conditions of the telework agreement between:

Employee:

Last Name	First Name	Middle Initial
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Title

Pay Plan	Series	Grade
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Activity/Org Code:
(e.g., NAWCAD/7.3.3)

Regular and Recurring ☐ yes ☐ no If yes, please complete the work schedule below

Ad Hoc ☐ yes ☐ no If yes, **DO NOT** complete the work schedule below, but maintain documentation of days and hours.

If you are a **part-time employee**, describe your schedule (list days/hours, i.e., M/W/F, 0700-1530):

WORK SCHEDULE

The employee is approved to work at the approved alternative worksite specified below in accordance with the following schedule:

Please check the appropriate work schedule (fixed or alternate).

☐ Fixed

☐ Alternate Work Schedule (AWS)

~ if AWS is chosen, please select which type AWS from below:

☐ Compressed Work Schedule (CWS)

☐ Flexible Work Schedule (FWS)

Days in Biweekly Pay Period Employee Is Authorized to Telework

Put a checkmark next to the day/days per week or day/days per every other week you will be teleworking.

DAY	PER WEEK	EVERY OTHER WEEK	DUTY HOURS <i>(specify hours of work that include lunch break, e.g., 0730-1700)</i>
MON	<input type="checkbox"/>	<input type="checkbox"/>	
TUES	<input type="checkbox"/>	<input type="checkbox"/>	
WED	<input type="checkbox"/>	<input type="checkbox"/>	
THURS	<input type="checkbox"/>	<input type="checkbox"/>	
FRI	<input type="checkbox"/>	<input type="checkbox"/>	

How many hours per pay period are you teleworking?

Alternative Worksite

The employee's alternative worksite is (please mark the appropriate checkbox and fill in the information):

☐ **Home office or work area**

Address _____
Street City State Zip

Location of home office or work area (e.g., basement, upstairs room, etc.):
(update as necessary) _____

Phone Fax Official DOD Email

☐ **GSA Telecenter**

Address _____
Street City State Zip

Phone Fax Email

☐ **Other approved alternative worksite:**

Address _____
Street City State Zip

Phone Fax Email

Changes to Telework Arrangement

Employees who telework must be available to work at the traditional worksite on telework days on an occasional basis if necessitated by work requirements. Requests by the employee to change his or her scheduled telework day in a particular week or biweekly pay period should be accommodated by the supervisor wherever practicable, consistent with mission requirements. A permanent change in the telework arrangement must be reflected in a new Telework Agreement.

Work-at-Home Telework

It is the responsibility of the employee to ensure that a proper work environment is maintained while teleworking.

Work-at-home teleworkers must complete and sign a safety checklist that proclaims the home safe for an official home worksite, to ensure that all the requirements to do official work are met in an environment that allows the tasks to be performed safely. The employee agrees to permit access to the home worksite by agency representatives as required, during normal working hours, to repair or maintain Government-furnished equipment, and to ensure compliance with the terms of this telework agreement.

For work at home arrangements, the employee is required to designate one area in the home as the official work or office area that is suitable for the performance of official Government business. The Government's potential exposure to liability is restricted to this official work or office area for the purposes of telework.

The employee acknowledges that telework is not a substitute for dependent care.

The Government is not responsible for any operating costs that are associated with the employee using his or her personal residence as an alternative worksite, including home maintenance, insurance, or utilities.

Official Duty Station

Normally, the official duty station corresponds to that found on the most recent SF50, Notification of Personnel Action. In situations where an employee teleworks from outside the commuting area, the official duty station will be the locale where the employee physically works for the majority of their time. This Telework Agreement is for the convenience and benefit of the requesting employee. Thus, should the employee's Official Duty Station change as a result of this Agreement or termination of this Agreement, Permanent Change-of-Station (PCS) benefits and expenses are not authorized. The employee's official duty station for such purposes as special salary rates, locality pay adjustments, and travel is:

Time and Attendance, Work Performance and Overtime

Time spent in a teleworking status must be accounted for and reported in the same manner as if the employee reported for duty at the traditional worksite.

The employee is required to satisfactorily complete all assigned work, consistent with the approach adopted for all other employees in the work group, and according to standards and guidelines in the employee's performance plan.

The employee agrees to work overtime only when ordered and approved by the supervisor in advance. Employees who work overtime without such prior approval may be subject to administrative or disciplinary action.

The employee agrees that he or she may be required to work at the alternative worksite on telework during emergency situations that may arise when NAVAIR is closed.

When in a Telework status, the employee will record their time in SAP using the following codes:

Absence/Attendance Code (A/A)	and	Premium Code (column next to A/A)
RG (regular)		TM (telework medical)
		TS (telework ad hoc/situational)
		TW (telework regular)

Security and Equipment

No classified documents (hard copy or electronic) may be taken to an employee's alternative worksite. For regular and recurring telework, sensitive unclassified material, including Privacy Act and For Official Use Only data, may only be used by teleworkers provided with Government-furnished equipment. The employee is responsible for the security of all official data, protection of any Government-furnished equipment and property, and carrying out the mission of DOD at the alternative worksite. Government-furnished equipment must only be used for official duties and family members and friends of teleworkers are not authorized to use any Government furnished equipment

Where the employee has been approved by the Component Designated Approving Authority (DAA) to use their personal computers and equipment for telework on non-sensitive unclassified data, remote access software must not be loaded into employee's personal computers for official purposes. The employee is responsible for the installation, repair and maintenance of all personal equipment.

The Component is responsible for the maintenance of all Government-furnished equipment. The employee may be required to bring such equipment into the office for maintenance. The employee must return all Government-furnished equipment and materials to the agency at the conclusion of teleworking arrangements or at the Component's request.

Liability and Injury Compensation

The Government is not liable for damages to the employee's personal or real property while the employee is working at the approved alternative worksite, except to the extent the Government is held liable by the Federal Tort Claims Act or the Military and Civilian Employees Claims Act.

The employee is covered by the Federal Employees Compensation Act (FECA) when injured or suffering from work-related illnesses while conducting official Government business. The employee agrees to notify the supervisor immediately of any accident or injury that occurs at the alternative worksite while performing official duties and to complete any required forms.

Standards of Conduct

The employee acknowledges that he/she continues to be bound by the Department of Defense Joint Ethics Regulations, DOD 5500.7-R while working at the alternative worksite and using Government-furnished equipment.

Mileage Savings

The employee estimates that the telework arrangement will result in a reduction of approximately _____ miles traveled in commuting per week. (Do not complete this section if this Telework Agreement will result in a change to your official duty station.)

Termination of the Telework Agreement

Either the employee or the supervisor can terminate this telework agreement by giving advance written notice. Management shall terminate the telework agreement should the employee's performance not meet the prescribed standard, or the teleworking arrangement fails to meet organizational needs.

Outside of the Continental United States

If teleworking outside of the continental United States, include cost estimates for overseas entitlements and the appropriate information security forms (i.e., signed User Awareness Agreement).

Other

Nothing in this agreement precludes NAVAIR or the Department of Navy from taking any appropriate disciplinary or adverse action against an employee who fails to comply with the provisions of this Agreement.

Date of Commencement

The telework arrangement covered by this Agreement will commence on the following date:

(Note that Telework shall not commence until this Agreement is appropriately filled out, approved and signed by the requesting employee, supervisor, site Telework Coordinator and, if required, the Level 1.)

Employee Signature

By my signature, I certify that the information contained above is true and correct, and that I will abide by the terms and conditions of this Telework Agreement. Further, I certify that this Telework Agreement is in compliance with the most updated Telework Instruction, NAVAIRINST 12700.2, and understand that this Agreement shall be reviewed and updated on a yearly basis. I understand that any modification to this information must be approved by my supervisor and submitted to my telework coordinator. I certify that classified documents will not be taken to my alternative work site. This telework agreement will not exceed 12 months. The Telework Coordinator will request an annual review and update in August with the employee and supervisor(s) to determine continuation of the agreement.

Employee Signature/Date

Supervisor Signature

I certify that the employee will meet the requirements of his or her Position Description (attached) even though the employee will be working at an alternative worksite. Further, I certify that this Telework Agreement is in compliance with the most updated Telework Instruction, NAVAIRINST 12700.2, and understand that this Agreement shall be reviewed and updated on a yearly basis.

Supervisor Signature/Printed Name/Phone (Commercial/DSN)/Official e-mail address/Date)

Site Telework Coordinator Review/Signature is required before the Telework Agreement can be implemented.

Site Telework Coordinator Signature

THE FOLLOWING CERTIFICATION IS REQUIRED FOR TELEWORK IN WHICH THE EMPLOYEE'S OFFICIAL DUTY STATION WILL CHANGE:

I fully understand that any change to my Official Duty Station as a result of this Telework Agreement is for my sole convenience and benefit. Should my Official Duty Station change to an Alternative Worksite as a result of my request to Telework, I understand that I am not entitled to Permanent Change-of-Station (PCS) benefits or expenses under the DOD Joint Travel Regulations (JTR). I also understand that should this Telework Agreement be terminated by management, or me I am not entitled to PCS benefits or expenses under the JTR as a result of a change of the Official Duty Station back to my Traditional Worksite.

Employee Signature/Date

THE FOLLOWING SIGNATURE(S) IS REQUIRED FOR ANY TELEWORK ARRANGEMENT THAT RESULTS IN A CHANGE TO AN EMPLOYEES OFFICIAL DUTY STATION

National Level 1 Signature

As detailed in the attached cost analysis and determination, I certify that the benefits exceed the costs of this Telework arrangement or that this position is unique and requires special skills that cannot otherwise be met so as to justify the cost of the Telework arrangement.

Level I Signature

PRIVACY ACT STATEMENT:

Authority: 5 U.S.C. § 301, Department Regulations; 10 U.S.C. § 5012, Secretary of the Navy, and P.L. 106-346 Section 359.

Purpose and Uses: To manage and administer the NAVAIR Telework Program throughout the Naval Air Systems Command. Statistical reporting to Department of Navy and Department of Defense.

Effects of Nondisclosure: Personal information provided is given on a voluntary basis. Failure to provide the requested information may affect the processing of your request and may delay or prevent approval for teleworking under the DOD Telework Program.

COST ANALYSIS OF TELEWORKING OUTSIDE THE LOCALITY PAY AREA OF THE TRADITIONAL WORKSITE

If the employee will be working a majority of the time at an alternate worksite outside the traditional duty station's locality pay area a "change in duty station" will need to be processed for the employee. The National Level 1 approval on the Telework Agreement will be required to approve this action. This approval shall be based on a cost/benefit analysis considering the following questions:

QUESTIONS	COMMENTS AND COST ESTIMATE (Please use additional paper if needed)
1. Will there be adjustments in special salary rates and locality pay as a result of telecommuting from an alternative worksite? If so, please discuss the differences in pay.	
2. Will there be travel, transportation and per diem entitlements for the employee to return to the traditional worksite from the alternative worksite? If so, please discuss the projected annual cost to the U.S. Navy.	
3. Will overtime be paid as a result of travel to the traditional worksite and return to the alternative worksite? If so, please discuss the projected annual cost to the U.S. Navy.	
4. Will there be costs associated with installing telephone lines in private residence and to pay monthly phone charges for such lines; long distance telephone charges; and telephone usage charges (other than long distance)? If so, please detail the projected annual cost to the U.S. Navy.	
5. Will there be increased NMCI costs of a portable seat vs. a stationary desktop seat? Please discuss the projected annual cost to the U.S. Navy.	
6. Are there any other costs associated with the proposed telecommuting arrangement? Please discuss the projected annual cost to the U.S. Navy.	
7. Are there any savings/benefits to the U.S. Navy associated with the proposed telecommuting arrangements?	
8. For additional charges incurred by the U.S. Navy as a result of this telework agreement, who will be authorizing the costs (name/title/phone number/competency)?	

Level 1 Signature/Approval
Date

If the first-line supervisor determines that the benefits exceed the costs of the proposed telework arrangement, the above findings shall be routed along with the proposed telework agreement to the National Level 1 for approval/disapproval. **In addition, the National Level 1 of the office/activity/organization that will incur or absorb the increased costs of the telework arrangement must also approve of the cost analysis and Telework Agreement.**

If, however, the first-line supervisor determines that the costs exceed the benefits, the proposed Telework Agreement shall be disapproved, unless a determination is made by the National Level 1 that the position is unique and requires special skills that cannot be met by another employee in the immediate office. **In addition, the National Level 1 of the office/activity/organization that will incur or absorb the increased costs of the telework arrangement must also approve of the cost analysis and telework agreement.**

Please keep your site telework coordinator informed of any interests and/or efforts in having employees' telework outside the locality pay area of the traditional duty station.